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9  
10 **THE UNITED STATES DISTRICT COURT**  
11 **FOR THE DISTRICT OF NEVADA**

12 JOSETTE HERNANDEZ,

13 Plaintiff,

14 v.

15 WESTSTATES PROPERTY  
MANAGEMENT, OVERTON  
16 ASSOCIATES, LP, FREDDY LUDENA,  
and ALMA LOPEZ,

17 Defendant.

CASE NO.: 2:14-cv-02113-JAD-NJK

**STIPULATED PROTECTIVE ORDER**

18  
19 The Court having considered the Stipulation for Entry of a Protective Order, and it  
20 appearing that there is good cause for an Order providing confidential treatment for certain  
21 documents and information that have or may be disclosed or produced during discovery or other  
22 proceedings herein:

23 IT IS ORDERED that:

24 1. Any information produced by any party or non-party in this action may be  
25 designated by the producing party as “Confidential” or “Attorneys Eyes Only.” As a general  
26 guideline, any information, the whole of which is publicly available, should not be designated  
27 as “Confidential” or “Attorneys Eyes Only.” Documents not previously disclosed to the public  
28 should be designated “Confidential” when such documents contain confidential information that

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may be reviewed by certain named persons of the receiving party, but must be protected against disclosure to third parties.

2. Any document(s) and/or other information subject to disclosure should be designated by the producing party as “Confidential” or “Attorneys Eyes Only” when it contains personal information, trade secrets, including, but not limited to, product formulas, manufacturing methods, or product development plans, confidential business information such as marketing plans, customer lists, financial information, sales figures, advertising expenditures, pricing plans, and balance sheets, supplier identities, business plans, license agreements, or other information which could put the producing person or entity at a competitive disadvantage if the information became known to the receiving party.

3. Information designated “Confidential” or “Attorneys Eyes Only” may be used only in connection with this action, and not for any other purpose. Such information may not be disclosed to anyone except as provided in this Order and the parties shall exercise due care regarding storage, custody, and use.

4. Any party or non-party who has documents covered by the provisions of this Order may designate, in writing, the documents or portions thereof that such person or entity considers confidential at the time the documents are produced. Each page of the document must be marked “Confidential” or “Attorneys Eyes Only” by the producing party, or if the document is produced electronically the media should be marked “Confidential” or “Attorneys Eyes Only” by the producing party.

5. Any documents and/or other information designated as “Confidential,” as well as any copies or excerpts thereof, or analyses or reports that pertain thereto, may be made available only to:

a. Attorneys of record, their employees, and other attorneys directly involved in the matter;

b. The Court before whom this action is pending, ~~so long as such documents~~

~~or information are provided under seal;~~

See order issued  
concurrently herewith

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- c. Independent consultants or experts not associated directly or indirectly with a party.
- d. Officers, directors, employees, or attorneys of the parties, where needed for the preparation for trial.
- e. Pursuant to paragraphs 8 and 9, deponents and counsel for deponents at their depositions.
- f. Any certified court reporter or videographer retained by any party for purposes of transcribing or recording any deposition or hearing.

6. Documents and/or other information designated “Attorneys Eyes Only,” as well as any copies or excerpts thereof, or analyses or reports which pertain thereto, may be made available only to:

- a. Attorneys of record for the receiving party and those employees of the attorney of record’s firm that are directly involved in the matter;
- b. Officers, directors, and employees of the producing party.
- c. The Court before whom this action is pending, ~~so long as such documents or information are provided under seal;~~ See order issued concurrently herewith
- d. Independent consultants or experts not associated directly or indirectly with a party.
- e. Any certified court reporter or videographer retained by any party for purposes of transcribing or recording any deposition or hearing.

7. All deposition and hearing testimony in this case shall be subject to the terms of this Protective Order. Counsel attending a deposition shall be entitled to designate the level of restriction at the time of deposition. The witness under deposition or his or her counsel shall have the right to change the level of restriction within a (30) day period after the deposition. Except as provided in paragraph 9, during any deposition, persons shall be excluded from testimony designated “Confidential” or “Attorneys Eyes Only” as applicable based on paragraphs 6 and 7.

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1           8. Except as provided herein, no person shall be given access to confidential  
2 information designated "Attorneys Eyes Only" at their deposition. In the event a party intends  
3 to provide "Attorneys' Eyes Only" documents to a witness not permitted access to such  
4 information pursuant to paragraphs 6 and 7, the party shall give at least 10 days' notice prior to  
5 the deposition to counsel of the designating party. If there is no objection, the deponent shall  
6 comply with paragraph 10 below and be allowed to review such documents during the  
7 deposition. If the designating party objects to the disclosure, the receiving party may seek relief  
8 from the Court as provided in paragraph 15 below. No disclosure shall be made to a deponent,  
9 however, until the Court has ruled on the requested disclosure. The sole limited exception to  
10 this provision relates to information designated as "Attorneys' Eyes Only." While the limitation  
11 regarding access to the "Attorneys' Eyes Only" documents and all other provisions shall remain  
12 unchanged, any in-house counsel or corporate representative of a party attending 1) a deposition  
13 or 2) trial in this matter shall be allowed to remain at such deposition or in the trial while  
14 questions concerning the "Attorneys' Eyes Only" documents are asked subject to compliance  
15 with paragraph 10 below. All other provisions of this Order apply to the Charge Masters and  
16 remain unchanged.

17           9. Each person permitted by this Order to have access to Confidential Information,  
18 other than the parties' counsel, shall, prior to being given such access, shall be provided with a  
19 copy of this Order for review. To the extent any Confidential Information or Confidential  
20 Medical Information that has retroactively been designated as Confidential Information  
21 pursuant to this Order has been previously provided to any person entitled to review such  
22 information pursuant to paragraphs 6 and 7, such person shall be provided with a copy of this  
23 Order within five business days of entry of such Order. Upon receiving this Order, each person  
24 shall sign a statement in the form of Exhibit A hereto indicating that he has read the order and  
25 agrees to comply with its terms.

26           10. The restrictions set forth in this Order will not apply to information that is  
27 already within the public realm before the date of its transmission to the receiving party, or  
28 which becomes known to the public after the date of its transmission to the receiving party,

1 provided that such information does not become publicly known by any act or omission of the  
2 receiving party, its employees, or agents.

3 11. Any document or evidence filed with the Court that is designated as containing  
4 “Confidential” or “Attorneys Eyes Only” information shall be filed in a sealed envelope or other  
5 appropriate sealed container marked on the outside with the title of the Court, and a statement  
6 substantially in the following form:

7 **“CONFIDENTIAL” OR “ATTORNEY EYES ONLY.” This**  
8 **document is subject to a PROTECTIVE ORDER issued by the Court**  
9 **and may not be examined or copied except in compliance with that**  
10 **order.**

11 12. In the event that a party or non-party inadvertently fails to designate any  
12 document, thing, or information as “Confidential” or “Attorneys Eyes Only,” it may later  
13 designate such document, thing, or information by notifying attorneys of record for all receiving  
14 parties in writing, identifying the particular documents, things, or information it wishes to  
15 designate and the appropriate designation. Attorneys of record for the receiving parties shall  
16 thereafter: (a) use reasonable efforts to retrieve all such particular documents, things, or  
17 information and all copies thereof, (b) mark the particular documents, things, or information,  
18 and all copies thereof, with the appropriate legend, and (c) treat the document, thing or  
19 information, and all copies thereof, in accordance with the designation.

20 13. Nothing in this Order shall bar or otherwise restrict any attorney of record from  
21 rendering advice to their client with respect to this action after having examined “Confidential”  
22 or “Attorneys Eyes Only” information.

23 14. If, at any time during the preparation for the action or during the Trial, any party  
24 believes that any other party or non-party has unreasonably designated certain information as  
25 “Confidential” or “Attorneys Eyes Only,” or believe that it is necessary to disclose to persons  
26 other than those permitted by this Order, or otherwise objects to disclosure as provided under  
27 paragraphs 6(c) and 7(c) hereof, and the producing party does not agree to change the  
28 designation or to further disclosure, the objecting party may make an appropriate application to

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1 the Court requesting that the specifically identified documents, information, and/or deposition  
2 testimony be made available to specified persons.

3 15. This Order may only be modified by an order of the Court.

4 16. No later than 30 days following the conclusion of these proceedings all counsel  
5 who have received Confidential Information and all persons or entities to whom counsel  
6 distributed such materials pursuant to the terms of this Protective Order shall (a) return all  
7 Confidential Information to counsel for the producing party, together with all abstracts, copies,  
8 transcripts or summaries thereof and other records of the confidential information; or (b) notify  
9 the producing party in writing that such documents and information have been destroyed.  
10 "Conclusion of these proceedings" shall be construed to refer to the exhaustion of all available  
11 appeals or the running of time for taking such appeals, as provided by applicable law, or the  
12 final resolution of all claims.

13 17. Upon the termination of this action, unless the attorneys of record otherwise  
14 agree in writing, each party shall assemble and return all Attorneys' Eyes Only materials,  
15 including copies, to the person(s) and entity from whom the material was obtained.

16 18. This Order will not prejudice the right of any party or nonparty to oppose  
17 production of any information on the ground of attorney client privilege, work product  
18 immunity, trade secret status, or any other protection provided under the law.

19 19. The provisions of this Protective Order shall continue to be in force and effect after  
20 the final disposition of this action, including the exhaustion of all appeals.

21 20. A violation of this Protective Order subjects the violating party to any and all legal  
22 remedies available under Nevada and federal law.

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21. Nothing in the Protective Order is intended to limit or control any parties' use of its own documents.

APPROVED, STIPULATED, AND AGREED:

<p>DATED this 13th day of April, 2015.</p> <p>HOLLAND &amp; HART LLP</p> <p><u>/s/ Sean D. Thueson</u>  Sean D. Thueson, Esq.  Nevada Bar No. 8690  Andrea M. Champion, Esq.  Nevada Bar No. 13461  9555 Hillwood Drive, 2nd Floor  Las Vegas, NV 89134  Attorneys for Defendants Weststates  Property Management and Overton  Associates, LP</p>	<p>DATED this 13th day of April, 2015.</p> <p>NEVADA LEGAL SERVICES</p> <p><u>/s/ Ron Sung</u>  Ron Sung, Esq.  Nevada Bar No. 13047C  I. Kristine Berstrom, Esq.  530 South Sixth Street  Las Vegas, Nevada 89101  Attorneys for Plaintiff,  Josette Hernandez</p>
<p>DATED this 13th day of April, 2015</p> <p>GORDON &amp; REES LLP</p> <p><u>/s/ Robert S. Larsen</u>  Robert S. Larsen, Esq.  Nevada Bar No. 7785  3770 Howard Hughes Parkway, Suite 100  Las Vegas, Nevada 89169  Attorneys for Defendants  FREDDY LUDENA AND ALMA LOPEZ</p>	

IT IS SO ORDERED

  
United States Magistrate Judge

**EXHIBIT A**

**Agreement Concerning Access to Material Covered by Stipulated Protective Order**

The undersigned hereby acknowledges that he or she has read the attached Protective Order, entered in the U.S. District Court, District of Nevada Case No. 2:14-cv-02113-JAD-NJK, entitled *Josette Hernandez v. Weststates Property Management, et al.* and understands the terms thereof and agrees to be bound thereby.

The undersigned specifically agrees:

(a) That he or she may be granted access to materials of a sensitive or privileged nature under the terms of the Protective Order, including those designated Confidential and/or Attorneys' Eyes Only, as defined in the Protective Order, which is of a commercially-sensitive nature;

(b) That the communication of material designated Confidential and/or Attorneys' Eyes Only to the undersigned is necessary for the purposes of the above-referenced action;

(c) That he or she shall be subject to and abide by the Protective Order and all protocols adopted in this matter;

(d) That he or she shall not disclose to any third persons any material designated Confidential and/or Attorneys' Eyes Only that is disclosed to the undersigned pursuant to the Protective Order;

(e) That he or she shall not disclose to anyone, including a party to this litigation, its representatives, employees, and agents, any material designated Attorneys' Eyes Only that is disclosed to the undersigned pursuant to the Protective Order subject to the terms of this Agreement and all protocols adopted in this matter;

(f) That any matter designated Confidential and/or Attorneys' Eyes Only that is disclosed to the undersigned shall not be used by the undersigned for any purpose not directly related to the action;

(g) Upon conclusion of a consultant and/or expert's retention in this matter, all original media images, and all documents, information, and materials designated as Confidential or Attorneys' Eyes Only and all copies, testimony, summaries, notes, extracts, or abstracts of such



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1 media images, documents, materials, or of such information shall promptly be returned to the  
2 counsel from whom such materials were received. Termination of such retention shall not  
3 terminate the restrictions and limitations on use and disclosure contained in the Protective  
4 Order.

5 (h) After the termination of this action, including any appeal thereof, this Agreement  
6 shall continue to be binding upon the undersigned.

7 (i) That the Court in the above-referenced action shall have continuing jurisdiction to  
8 enforce this Agreement and the Protective Order against the undersigned during and after the  
9 conclusion of the above-referenced action.

10 (j) The undersigned agrees that, if he or she fails to abide by the terms of the Protective  
11 Order, the protocols adopted in this matter, and this Agreement, or if the undersigned's  
12 employees or agents fail to abide by the terms of the Protective Order, the protocols adopted in  
13 this matter, and this Agreement:

14 1. The undersigned may be sanctioned by the Court, which may include monetary  
15 sanctions.

16 2. The undersigned may be responsible for damages incurred or suffered by the innocent  
17 party.

18 3. The undersigned may be held in contempt of court.

19 4. The undersigned actions may result in sanctions on the party retaining its services.

20  
21 \_\_\_\_\_  
Signature

22  
23 \_\_\_\_\_  
Type or Print Name

24  
25 \_\_\_\_\_  
Retaining Party